

DELAWARE COUNTY

REQUEST FOR PROPOSALS

**COORDINATION AND MANAGEMENT OF MEDICAL AND
MENTAL HEALTH CARE SERVICES**

AT THE

**GEORGE W. HILL CORRECTIONAL
FACILITY**

RFP NUMBER CP- 052821

DATE OF ISSUANCE: May 28, 2021

Due to COVID-19 health care restrictions, CDC guidelines, and the safety of the prison's personnel and prospective bidder representatives, a fully virtual procurement process has been established for this RFP. A video of the facility will be posted on the County website during the week of June 1, 2021. The video will be accessible via the following link: <https://www.delcopa.gov/purchasing/invitbid.html>.

Technical Proposals and Cost Proposals must be submitted separately. As more particularly described herein, two (2) Hard Copy proposals must be submitted and six (6) electronically submitted Flash Drives in PDF format for the Technical Proposal (Volume 1) and the same procedure followed for the Cost Proposal (Volume 2). Proposals may be hand delivered or mailed and must be received by 4:00 PM EDT on July 30, 2021 to the following address:

Director, Central Purchasing
County of Delaware
Government Services Building
201 W. Front St. Room 228
Media, PA 19063

RFP number CP-052821 must be noted prominently on the packaging containing the proposals. Late Proposals will not be considered. The Board reserves the right to extend the due date for all submissions at its sole discretion.

Refer ALL Inquiries to the Procurement Manager:

Email: centralpurchasing@co.delaware.pa.us

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BIDDER QUALIFICATIONS

Must be organized for the purpose of providing professional health care services and must have seven (7) years previous experience with proven effectiveness in administering correctional health care programs.

Must have at least seven (7) years continuous corporate experience (not individual experience) in administering correctional health care programs and at least seven (7) current contracts with separate agencies with correctional facilities with populations exceeding 800 inmates. Proposer will provide references and contact information for such along with contact information for contracts lost and if any early terminations occurred.

Must have demonstrated its experience and quality of its healthcare services by having obtained and maintained continuous accreditation by the National Commission on Correctional Health Care (NCCHC) in a correctional facility with a minimum of 800 inmates. Proposer acknowledges a penalty of \$100,000 will be imposed for failure to achieve or maintain NCCHC accreditation for the Delaware County Prison within twelve (12) months of commencement of the Contract. Additional penalties will be imposed for every 30 days for non-compliance.

Must demonstrate its ability to provide a system of technical and medical support to the on-site personnel.

Must demonstrate its ability to provide a healthcare system specifically for the Prison and capability of immediate contract start-up with a proven system of recruiting staff and has adequate support staff in its central office capable of competently supervising and monitoring its operation.

PART I: INSTRUCTIONS TO PROPOSERS

1. Introduction

Delaware County is seeking proposals (individually a "Proposal" and collectively "Proposals") to coordinate and manage inmate medical and mental health care services for The George W. Hill Correctional Facility (the "Prison"), which is located at 500 Cheyney Road in Thornton, Pennsylvania (Delaware County) and other off-site locations. The County is responsible for providing care and custody for persons held at the Prison under authority granted to the County by the special law of April 11, 1866, P.L. 588 incorporating the Act of February 1, 1839, P.L. 10. The County anticipates entering into a professional services agreement substantially similar to the form of agreement (including all exhibits thereto) attached as Exhibit 1 (the "Agreement"), but the terms of any resultant contract is in all respects subject to negotiation between the County and one or more proposers (individually a "Proposer" and collectively "Proposers") with whom the County determines to negotiate in accordance with the procedures set forth herein. This RFP is intended to provide prospective Proposers with general information regarding the scope of work required and is in all respects subject to more specific information provided in the Agreement.

The Prison is an 1883-bed secure county prison owned by the County, acting by and through the County. At present, the average monthly occupancy is approximately 1,300 inmates. The County manages, controls, regulates, and operates the Prison.

GEO currently operates the prison, but the County may take over operation of the prison. As the County has the contractual right to assume delivery of certain services, medical services may be transitioned to the County's provider before the County assumes full operation of the jail.

On April 21, 2021 the County authorized the issuance of this request for proposals (the "RFP") in anticipation of the expiration of an existing contract with a view towards entering into a new contract relating to the provision of inmate cost-plus health care coordination and management services (the "Scope of Services"). The County, in its sole discretion, may elect to terminate or alter any aspect of the procurement described in this RFP at any time in accordance with the procedures set forth herein.

If the County determines to execute a new Agreement with respect to some or all of the scope of services, it intends that any such Agreement would be a multi-year contract, and that the Agreement would be awarded to and entered into with one contractor (the "Provider"). The County intends that the term of the Agreement will begin not earlier than November 1, 2021, not later than January 1, 2022 and continue for 3 years (the "Initial Term"), with two (2) renewal year periods being available thereafter at the sole option of the County that would (if fully extended) continue the Agreement for five years (the Initial Term and all extensions collectively referred to as the "Term"). As described in the Agreement, the County also reserves the right to extend the Term of the Agreement for a limited period following its expiration (including the expiration of any extensions).

2. The Procurement Manager

The procurement manager (the "Procurement Manager") for this RFP is Donna Burdett, whose contact information is noted on the cover page of this RFP. The Procurement Manager is the sole point of contact concerning the RFP between the date of release of the RFP and execution of the Agreement or termination of this procurement. All prospective proposers may contact the Procurement Manager via email only at centralpurchasing@co.delaware.pa.us. Any contact by a prospective Proposer or Proposers with respect to this procurement other than specifically permitted in the RFP may constitute grounds for disqualification by the County, in its sole discretion. If the County later discovers that a prospective Proposer or Proposers violated this requirement, the County may reject such Proposer's Proposal, rescind its award, or terminate any Agreement with the Proposer.

3. Proposer Confidentiality and Non-Disclosure Agreement

The County acknowledges that prospective Proposers interested in submitting a Proposal in response to the RFP may need access to confidential information (the "Confidential Information") that is not a public record as defined in Pennsylvania's Right-to-Know Law, 65 P.S. §§ 67.101-.3104 (the "RTKL") to adequately prepare a responsive submission. The County seeks to maintain the protection of the Confidential Information to the extent allowed and/or required under law by requiring each prospective Proposer to execute and sign the NON-DISCLOSURE AGREEMENT, attached as Exhibit 2 (the "Confidentiality/Non-Disclosure Agreement"), as a condition of receiving access to the Confidential Information and being eligible to submit a Proposal. The individual executing the Confidentiality/Non-Disclosure Agreement must warrant and represent that such individual has the authority to bind the prospective Proposer, as well as its employees, agents, and others who may come into possession of, or be allowed access to, the Confidential Information.

4. Schedule

The County has established a schedule of key events described in Table 1 (the "Schedule"), which includes important dates/times by which actions are now scheduled to be taken or completed. The Schedule anticipates a commencement date not earlier than November 1, 2021, not later than January 1, 2022 for the selected provider through this procurement process to begin providing the scope of services. The schedule assumes that the County will retain a provider to provide some or all of the Scope of Services, but does not preclude the County, in its sole discretion, from making alternative arrangements to operate the Prison's health care services for its inmates.

If the County, in its sole discretion, finds it necessary to change any of the dates, times, or other information noted in the Schedule, the County will issue an amendment to this RFP (an "Amendment") as described in this RFP. Each amendment will be sent to all entities that have executed and returned to the Procurement Manager the Confidentiality/Non-Disclosure Agreement.

TABLE 1. PROPOSED PROCUREMENT SCHEDULE

May 28,2021	Issuance of RFP.
June 18, 2021	Due date for submission of prospective bidder questions.
July 9, 2021	Responses to questions.
July 30, 2021	Proposal submission DUE DATE.
September 15, 2021	Bid Award
October 13, 2021	Anticipated date of agreement execution.
Not before Nov. 1, 2021/Not later than Jan. 1, 2022	Commencement of scope of services.

5. Questions and Answers

5.1. If a prospective Proposer has any questions regarding the RFP, the prospective Proposer must submit the questions by email (with the subject line "RFP CP-052821 Question") to the Procurement Manager at centralpurchasing@co.delaware.pa.us no later than the dates and times indicated in the Schedule. The County will have no responsibility for any inaccuracies in the County's understanding, publication, or summary of any particular question or in its summary of questions.

5.2. The County will distribute to all prospective Proposers who have executed a letter of interest and the Confidentiality/Non-Disclosure Agreement, as required in Section 3 of this Part, questions it receives prior to the deadline noted in the Schedule and the County's responses to such questions but will not publish the name of those who have posed questions. The County will use best efforts to issue its answers to all questions submitted by prospective Proposers by the date stated in the Schedule, as it may be amended.

5.3. A prospective Proposer who submits a question after a deadline for receipt of questions noted in the Schedule assumes the risk that its proposal will not be deemed to be responsive or competitive because the County is not able to respond before the proposal receipt date stated in the Schedule or in sufficient time for the prospective Proposer to prepare a responsive or competitive proposal. When questions are submitted after the deadline date, the Procurement Manager or designee may respond to questions at his/her sole discretion. To the extent that the Procurement Manager decides to respond to questions after the deadline for receipt of questions indicated in the Schedule, the County will provide the answer to all prospective Proposers who executed and returned to the Procurement Manager the Letter of Interest and the Confidentiality/Non-Disclosure Agreement.

5.4. All questions and responses issued by the County will be incorporated in the RFP. The County will not be bound by any verbal information or by any written information that is not either contained within the RFP or subsequently formally issued by the County in writing.

5.5. It is the Proposer's sole responsibility to examine the entire RFP, seek clarification in writing, and review its proposal for accuracy and completeness before submission.

6. Electronic Version of the RFP

The RFP is being made available in an electronic format. If a prospective Proposer electronically views, downloads or otherwise accepts the RFP, the Proposer, by its submission of a proposal in response to the RFP, acknowledges and accepts full responsibility to ensure that no changes are made to the RFP thereafter other than by the County. In the event of a conflict between a version of the RFP in the prospective Proposer's or Proposer's possession and the County's version of the RFP, the County's version shall govern.

7. Amendments to the RFP

If the County deems it necessary or desirable to revise any part of the RFP before the proposal response date noted in the Schedule, any amendments will be distributed to all prospective Proposers who have executed and returned to the Procurement Manager the Letter of Interest and Confidentiality/Non-Disclosure Agreement.

8. News Releases and Other Public Communications

Prospective Proposers may not issue news releases, internet/social media postings, advertisements, or any other public communications pertaining in any way to the procurement conducted pursuant to this RFP (including but not limited to negotiations with respect to a possible Agreement) or an Agreement without prior written approval of the County and then only in coordination with the County.

9. Withdrawal of Proposals

Each Proposer submitting a proposal specifically waives any right to withdraw or modify it, except that the Proposer may withdraw its proposal by written notice received at the address noted on the cover page of the RFP for proposal delivery prior to the exact hour and date specified in the Schedule for proposal receipt. A Proposer may withdraw its proposal in person prior to the exact hour and date set in the Schedule for proposal receipt, provided the withdrawing individual provides identification and evidence of such authorization satisfactory to the Procurement Manager and signs a receipt for the proposal. A Proposer may modify a submitted proposal prior to the exact hour and date set for Proposal receipt specified in the Schedule only by submitting a new proposal in a manner which fully complies with the RFP. The County may conclusively rely upon the representation of the individual withdrawing or modifying a proposal on behalf of a Proposer as having the authority to do so.

10. Rejection of Proposals

The County may, in its sole discretion, reject any proposal received as a result of the RFP which does not satisfy the requirements set forth in this RFP and any future amendments thereto.

11. Objections and Additions to Form of Agreement Terms and Conditions.

11.1. The Proposer, as part of its proposal and in conformance with Section 2.5 in Part III (Proposal Requirements) of the RFP, must identify which, if any, of the terms and conditions (contained in the Agreement) it would like to negotiate and/or what additional terms and conditions the Proposer would like to add to the Agreement's terms and conditions. The Proposer's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the County may consider late objections and requests for additions, in the County's sole discretion, would be in the best interest of the County. The County may, in its sole discretion, accept or reject any requested changes to the terms of the Agreement or determine to negotiate with the Proposer with respect to any matters identified pursuant to this Section 12.1. The Proposer shall not request to completely substitute its own terms and conditions for those of the Agreement. All terms and conditions must appear in one integrated contract and the County will not accept references to the Proposer's, or any other, online guides or online terms and conditions contained in any proposal or reference to any other source of information not provided in full by the Proposer as part of its proposal.

11.2. Regardless of any objections set out in its proposal, the Proposer must submit its proposal, including its cost proposal, on the basis of the terms and conditions set out in the Agreement. If proposed, the County may reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the Agreement or upon modifications to other provisions of this RFP.

11.3 The final terms of any contract will be determined by direct negotiation, and all agreements are subject to the approval of the County Council. As such, acceptance of any response does not guarantee that the County will enter into a contract with the firm. Standard Terms and Conditions which the County anticipates will be incorporated into the final contract are attached hereto as Exhibit I. The County also anticipates that appropriate terms and provisions regarding the provision of medical and healthcare services will also be incorporated into the final contract, including, but not limited to, compliance with the Health Insurance Portability and Accountability Act of 1996, as amended.

12. Cost of Proposal Preparation

Proposers are solely and totally responsible for all costs associated with responding to this RFP and the County neither assumes nor accepts any responsibility with respect thereto.

13. County and County Use of Proposals and Materials

All proposals, and any material submitted with any proposal, shall be considered to be the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas that are presented in any proposal regardless of whether the proposal becomes part of an Agreement with the County. Notwithstanding any Proposer copyright designations contained in its proposal, the County shall have the right to make copies of and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of the RTKL and any Commonwealth, Federal or County statute, ordinance or regulation, or rule or order of any court of

competent jurisdiction.

PART II: SCOPE OF SERVICES

The County requires the selected Proposer to assume full responsibility for the coordination and management of medical, dental and mental health services for the inmate population during the term of the Agreement for the prison and designated off-site locations. The County has established key objectives relative to the scope of services:

- Operate a humane medical, dental and mental health care services program at full staffing in a cost-effective manner with full reporting and accountability, and to use only Pennsylvania licensed, certified and professionally trained personnel to deliver these services to the prison's inmates. The prospective bidder must demonstrate that its approach will ensure that outcome.
- Manage the health care program by standards established by the National Commission on Correctional Health Care (NCCHC) and obtain NCCHC accreditation within twelve (12) months of contract start-up.
- Ensure that the inmate services provided under this program are both medically necessary and cost-effective.
- Establish an annual written health care plan with clear objectives, policies and procedures, and implement an annual evaluation of compliance.
- Maintain complete and accurate records of care and collect and analyze health statistics on a regular basis.
- Implement incentives for the awarded contractor to achieve cost efficiencies and to enforce ongoing cost and performance monitoring.

Key Metrics:

As noted in the prior section, the George W. Hill Correctional Facility has a maximum occupancy of 1,883 and currently has an average daily population of approximately 1,300.

- Approximately 90% of the inmate population is male and 10% is female. As of November 30, 2020, the Prison had 5,356 commitments (4,298 males and 1,058 females) and 5,788 discharges (4608 males and 1180 females). In 2019, the Prison had 9,702 commitments and 9,645 discharges in total.
- 20% of our population is between the ages of 18-24; 40% of our population is between the ages of 25-34; 24% are between 35-44; 10% are between 45-54; and, 6% are over 55 years.
- Length of Stay: 44% of the population is discharged within 2 weeks; 17% are discharged between 15 and 30 days; 16% are discharged between 30 and 60 days; 77% of the population was discharged within two (2) months of commitment in 2020; and, 23% of the population stay over 61 days.

- Nature of Commitments: Approximately 91% of our population is pre-trial. Approximately 45% of our inmates have a violation of probation and parole warrant. Some people have a warrant as a detainer due to new arrests. Approximately 9% of our population is sentenced. Most sentenced inmates receive “good time” credit towards their sentence. An inmate is credited six (6) days for every month. Example, if an inmate is sentenced to 6 months, he will receive 36 days of good time. Good time can be taken away for serious misconducts. The recidivism rate is 63%. That is based on people returning to our jail.
- As of 11/30/20, 77% of our population is on some type of medication, and of that, 43% are on some type of psychiatric medication. 1,526 inmates were detoxed at commitment this year. As of 11/30/20, 39% of commitments self-reported drug and alcohol and/or mental health issues.
- Medical Encounter Data – The County has gathered the following information based on available medical utilization data for calendar year 2020 and 2019:

Healthcare utilization data, including inmate hospital days, sick calls reports, outpatient treatments, and

2020	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
Hospital Days	42	51	77	37	25	57	31	40	48	84	72	99	663
Visits for Sick Call/Acute Care	2,052	2,132	2,171	1,766	1,925	1,282	1,015	906	1,228	1,719	1,658	1,671	19,525
Visits for Detox/Withdrawal	890	1,042	909	346	733	787	699	1,050	1,166	1,346	1,263	956	11,187
Visits for chronic care	596	578	439	242	200	239	254	188	362	230	271	309	3,908
Visits by dentist	278	238	142	61	65	152	251	186	183	200	201	119	2,076
Visits by psychology	343	363	617	390	397	321	304	157	218	297	205	224	3,836
Visits by psychiatry	323	316	281	264	338	293	328	294	470	400	343	319	3,969
Outpatient Treatment	108	79	62	18	24	13	16	20	26	44	44	20	474
Pharmaceutical Dispensed	10,957	5,136	4,672	3,304	3,242	3,644	3,511	3,583	3,830	4,056	3,646	3,394	52,975

2019	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
Hospital Days	59	141	68	93	61	81	65	64	117	94	57	90	990
Visits for Sick Call/Acute Care	1,697	1,137	1,799	1,575	2,265	1,868	1,990	1,760	1,975	2,285	2,377	1,870	22,598
Visits for Detox/Withdrawal	890	1,012	1,264	961	1,178	1,180	1,159	982	1,202	981	877	982	12,668
Visits for chronic care	596	424	513	335	429	486	413	333	365	432	360	376	5,062
Visits by dentist	252	219	268	302	278	236	331	333	326	341	286	289	3,461
Visits by psychology	409	355	335	299	343	345	428	399	289	369	236	335	4,142
Visits by psychiatry	384	318	348	309	304	370	290	273	231	318	326	389	3,860
Outpatient Treatment	54	127	185	132	60	44	76	64	109	150	149	103	1,253
Pharmaceutical Dispensed	5,273	4,616	4,665	5,184	5,381	5,054	5,697	5,293	5,291	6,046	5,022	5,219	62,741

pharmaceuticals dispensed

Number of inmates with prescription for psychotropic medications

2020	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
I/M's on psych medication	739	686	655	516	487	485	571	513	494	546	520	516	6,728

2019	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
I/M's on psych medication	701	656	681	692	744	735	733	743	762	816	731	751	8,745

The successful bidder will be responsible for the provision of dialysis. Dialysis is currently provided via local dialysis clinics and is not performed on-site. The number of inmates required to have dialysis for the previous twelve (12) month period was five (5).

Furniture visible in the video referenced on page one of the RFP is county-owned and will remain in place.

The medical equipment owned is owned by GEO. Contractor will be responsible for purchasing equipment necessary to satisfy the requirements of the RFP.

The successful bidder is expected to operate a health care services program at full staffing and to use only Pennsylvania licensed, certified and professionally trained personnel to deliver these services to the prison's inmates. The prospective bidder must demonstrate that its approach will ensure that outcome. The bidder is expected to provide, in tabular format, the following information in support of its staffing plan:

- Position Title
- Position Description
- Number of expected hours per month for each base and option year
- Fully loaded rate per hour and gross totals by month for each base and option year. **Note that rates should only be reflected in the cost proposal. The proposer should only specify hours in the technical proposal.**

The County's intention is to continue providing the highest level of quality care to current and future inmates with a cost-effective outcome to the taxpayers. Accordingly, each prospective bidder should clearly and concisely demonstrate along with supporting past performance qualifications how adopted innovative approaches have allowed certain of its past and/or current clients to minimize and control health care costs. The bidder is welcomed to include an example of a case study.

Contractor's services shall meet the standards promulgated by the National Commission on Correctional Health Care (NCCHC) for Health Services in Prisons. Contractor shall, at its own cost, maintain and renew the NCCHC accreditation of the Prison Health Care program. This obligation shall include: providing written reports, on-site reviews, preparation of forms and applications and attendance at meetings as required by the Warden. Contractor shall not be responsible for NCCHC requirements not under Contractor's direct control or within the scope of Contractor's services. Contractor guarantees to maintain/renew the NCCHC accreditation within one year. Contractor will pay a performance penalty of \$100,000 to Prison for failure to maintain accreditation.

Contractor will be responsible for providing the following services as part of the health care service program:

Receiving Screening: Contractor shall perform a receiving screening exam within 24 hours of commitment on all inmates upon their arrival at the Prison. The exam must be performed by qualified health care personnel or health trained correctional staff.

Mental Health Services: Mental health services will be available to all inmates from the time of their commitment to the Prison until their release. The Contractor shall provide psychiatric and psychological services as clinically indicated and legally required within the Prison. At the discretion of the Warden or his designee, wellness and segregation rounds, specialized

groups and treatment will be conducted.

The receiving screening completed on all inmates at commitment will identify prior mental health and substance abuse problems, prior treatments received, prescribed medications, suicidal tendencies, violent or disruptive behavior and possible need for further referral.

Following this initial determination of need, inmates will be referred to the psychiatrist or psychologist as clinically appropriate. During incarceration, services provided may include evaluation by the psychiatrist, ordering of medications and diagnostic or psychological testing. While telemedicine may be utilized on an exception basis, psychiatric services are to be provided in person, on-site. Previous providers will be contacted to confirm treatment programs, medications, pertinent mental histories and suggestions for further treatment.

Health Appraisal: a health appraisal examination must be completed by a qualified health care profession for each inmate within fourteen (14) days after arrival at the Prison. The health appraisal must include the following:

- Review of the receiving screening;
- Complete history and physical examination;
- Mental Health evaluation;
- Dental Screening;
- Vision and hearing screening;
- Laboratory tests including VDRL, PPD (TB) and HIV, if indicated;
- Other tests and examinations as required and indicated;
- Initiation of therapy when appropriate.

Daily Triaging of Complaints: health complaints from inmates shall be processed daily as follows:

- Health trained personnel shall solicit and act upon all complaints with referrals to qualified health care personnel as required.
- The responsible physician shall determine the appropriate triage mechanism to be utilized for specific categories of complaints.

Sick Call: sick call shall be held seven (7) days a week, including holidays and take place on the block. If an inmate's custody status precludes attendance at a sick call session, arrangements shall be made to provide sick call services at the place of the inmate's confinement.

Medical (Sheltered) Housing Unit: the Sheltered Housing Unit has two levels of cells; Lower

level and Upper level. There are and forty-seven (47) beds in the Sheltered Housing Unit and an additional seven (7) beds in the Infirmary. Contractor shall utilize this unit to its fullest extent. In operating this unit, the Contractor must follow the following guidelines:

- A physician on call 24 hours per day;
- Supervision of the unit by a registered nurse on a daily basis;
- A registered nurse on duty 24 hours per day;
- All unit patients being within sight or sound of a staff person;
- A separate, individual and complete medical record for each inmate in the infirmary.

Hospital Care: when hospitalization of an inmate is required, Contractor shall be responsible for the arrangement of hospital care. XX is the primary hospital utilized for inpatient services. However, circumstances can dictate other regional hospitals be used upon given circumstances. In the event that health care services provided to an individual in the custody of Prison are covered by third party payments, e.g. Medicaid, Medicare, Veteran Benefits, Private Insurance, etc., Contractor shall bill these services on behalf of itself and/or Prison in the same manner as if they were provided by a private physician or health service. Any payments will be reimbursed in full directly to the County.

Specialty Services: as with hospital care, inmates will periodically require the services of a medical specialist. Contractor shall be responsible for the arrangement and payment of all specialty care including but not limited to Hospice. Contractor may propose alternative limits for coverage of this area. The Prison currently has an outside Infectious Disease clinic provided on a monthly basis at approximately 2.5 hours per month.

Emergency Services: Contractor shall make provisions for 24-hour emergency medical and dental care, including but not limited to, 24-hour medical on-call services and ambulance services when necessary. When Contractor requests non-emergent, non-911, non-medic unit transport, Contractor will provide medical staff to assist on transport if requested by Warden or designee.

Ancillary Services: Contractor shall be responsible for the provision of all laboratory, x-ray and ancillary services as required and indicated. X-rays will be taken in non-emergent situations within 72-hours.

Dental Care: Contractor shall provide the following dental services to Prison inmates:

- Dental screening within fourteen (14) days of admission;
- Dental examinations within 90 days of admission;
- Dental treatment, not limited to extractions, when the health of the inmate would otherwise be adversely affected as determined by the Dentist.

Medical Records: Contractor must generate and maintain all medical records in electronic format for all inmates, which is kept up-to-date at all times and complies with problem oriented medical record format and standards. The record shall accompany the inmates at all health encounters, and will be forwarded to the appropriate facility in the event of a transfer. All procedures concerning the confidentiality of medical records must be followed. Records must be kept for a period of seven (7) years. Medical records are kept locked and secured from routine traffic at the facility. The Warden or his designee shall have unrestricted access to any and all records.

Contractor shall cause and require to be maintained, complete and accurate medical records for each inmate or resident who has received health care services. Each medical record will be maintained in accordance with applicable laws, including but not limited to the Health Insurance Portability and Accountability Act, NCCHC standards, the Pennsylvania Bureau of Corrections Minimum Standards and the Policies and Procedures established by the Warden. The medical records shall be kept separate from the individual inmate's or resident's confinement record. A complete legible copy of the applicable medical record shall be available (to the extent permitted by law), at all times, to Prison officials, and shall be available to accompany each inmate or resident who is transferred from the Prison to another location for off-site services or transferred to another institution. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, Contractor shall comply with Pennsylvania law and the policies of Prison with regard to access by inmates or residents and staff to medical records. No information contained in the medical records shall be released by Contractor except as provided by the Warden's policy, court order, or otherwise in accordance with the applicable law. Contractor shall at its own cost, provide all medical records, forms, jackets and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with Prison. However, Contractor will be given reasonable ongoing access to all medical records even after termination of this Agreement for the purposes of defending litigation.

Subject to applicable Pennsylvania law, in order to assist Contractor in providing the best possible health care services, Prison will provide Contractor with information pertaining to inmates and residents that Contractor and Prison mutually identify as reasonable and necessary for Contractor to adequately perform its obligations hereunder. County understands that many of the systems, methods, procedures, written materials and other controls employed by Contractor in the performance of its obligations hereunder and which can be identified as proprietary in nature and will remain the property of Contractor and may not, at any time, be used, distributed, copied or otherwise utilized by the County, Warden, except in connection with the delivery of health care services hereunder, or as required by counsel in any lawsuit or as permitted or required by law.

Individual health care records will be initiated and maintained for every inmate regarding medical, dental, MHMR services as a result of the inmate screening process or for services rendered following assignment to a housing unit. Proposer shall indicate if records are to be kept electronically or paper.

When an inmate is admitted to a hospital, the Health Service Administrator will consult with the hospital physician on a daily basis regarding care and capabilities of Prison to treat and all inmates

returning from outside hospital stays are to be seen by the physician prior to going to general population. A note regarding his review with reference to follow-up in-house must be documented in the inmate's health record.

The results of tuberculin tests shall be read and documented on a daily basis.

Medical staff shall perform reviews, medical examinations, medical summaries or approvals as necessary for intra-system or inter-system transfers, food handling and work clearances in accordance with governing standards. Medical summaries must accompany inmates.

Medical summaries shall be prepared and sent with inmates being transferred to other than intra-system facilities, inclusive of other prisons or jails.

The inmate record shall include, but is not limited to:

- Intake screening form;
- Health appraisal form;
- Physician order/treatment plans;
- Prescribed medications administered or not administered, date, time and by whom;
- Complaints of illness and injury;
- Findings, diagnoses, treatments and dispositions;
- Health service reports;
- Consent and refusal forms;
- Release of information forms;
- Inmate medical request forms;
- Laboratory, radiology and diagnostic studies;
- Consultation, emergency room and hospital reports and discharge summaries.

Each documentation shall include the date, time, signature and title of each documenter. Name stamps for each health staff should be used in addition to the signature.

Confidentiality of medical records will be assured. The medical and psychiatric records will be kept separate from the custody record. Data necessary for the classification, security and control of inmates will be provided to the appropriate Warden's office personnel. Medical records will be made available to the Warden's office personnel. Adherence to applicable federal and state laws and regulations regarding informed consent as well as HIPAA regulations.

Appear in court with legal counsel in criminal and civil proceedings to identify treatment when an inmate is not capable of consenting. Examples of such action(s) include but are not limited to: motions by inmates for release due to medical provider's inability or failure to treat; motions by the medical provider for court ordered consent to provide psychotropic medication to a mentally ill inmate; motion by the medical provider for court ordered consent to feed an inmate on a hunger strike.

If an inmate's medical record cannot be located within twenty-four hours of the discovered loss, the Contractor's Administrator and the Prison's Correctional Healthcare Manager shall be notified and a duplicate record shall be immediately generated. Any clearance information that cannot be

determined shall be repeated. Upon location of the missing record and after a duplicate file has been created, the two files shall be joined to form one file.

Healthcare Records and Documentation: All manual, policies and procedures, medical (health, mental health and dental) records, statistical data, logs and other records and documentation (whether in written form, on a CD ROM or other media form) developed, purchased or maintained by the Contractor for the Prison or for one or more of its' facilities, or for use in such facility or facilities (excluding original proprietary records normally maintained by Contractor at its off-site corporate headquarters), are in the custody of the Contractor, Warden or designee may review inmate health records at any time. A duplicate copy of inmate medical records must be provided to the Warden at any time, upon request. To the extent authorized by law, Contractor shall cooperate and use its best efforts to provide records to prior medical providers at the jail as such records are necessary for defense of suits against Warden/Prison and/or prior medical providers. Upon expiration or termination of the Contract, all records shall be surrendered to Prison. When surrendered, the documents will be indexed and boxed in chronological order as determined by Prison. Final monthly payment to Contractor will be held until all documents are received as stipulated herein.

Contractor shall keep records and accounts as may be necessary in order to record complete and correct entries for charges and any expenses for which Contractor expects to be paid. All books and records relative to services under the subsequent Agreement will be available at all reasonable times for examination and audit by Warden and shall be kept for a period of seven (7) years after the completion of all work to be performed pursuant to the Agreement. All books and records which are considered public records shall, pursuant to Pennsylvania law and regulations, be kept by Contractor in accordance with such laws and regulations.

Proposer shall propose how they will maintain Inmate Medical Records electronically. In addition, Proposer shall identify the large medical facilities, institutional facilities, prisons or large jail facilities where they perform similar services (include facility name, contact person's name, phone number and Average Daily Population (if jail or prison). The information on the proposed software program must be provided in the RFP response. Proposer must be in compliance with the rules for the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title 42 CFR § 412, 413, 422 & 495 and Title 45 CFR § 170.

Pharmaceuticals and Medical Supplies: All prescription and non-prescription medication, medical supplies, forms, office supplies, medical records, supplies, books, periodicals, dentures and prosthetic devices will be the responsibility of the Contractor.

Psychiatric medications shall be added to the medication formulary at the minimum, but shall not be limited to the following:

Ativan	Effexor	Neurontin	Serzone
Buspar	Eldepryl	Paxil	Trazadone
Celexa	Haldol	Prozac	Wellbutrin
Cogentin	Klonopin	Remeron	Zoloft
Depakote	Mellaril	Risperdal	Zyprexa

All medications shall be ordered by the responsible physician and records of administration shall be maintained. The pharmacy provider shall be selected by the Contractor and be licensed per Pennsylvania State regulations. In an emergency, prescriptions can be filled by a local pharmacy. Medications are administered via Blister pack, direct observe therapy, liquid medication or individual dose.

Contractor will provide plan for staff accountability to ensure medications are taken and hoarding of such is non-existent including but not necessarily limited to utilization of an automatic pill crusher.

Inmates are provided three (3) to five (5) days worth of medication upon release into the community.

Inmates who are being sent to another facility will have a medical transfer form which provides all necessary information for continued medical treatment.

Contractor will provide/administer Medicated Assisted Treatment (MAT) including but not necessarily limited to Vivitrol as requested by the County.

OTC medications are provided by the Commissary or Contractor. Tylenol, Motrin, Tums, Alka-Seltzer, Halls and a couple of skin ointment type creams are available.

Special Medical Program: for inmates with special medical conditions requiring close medical supervision, including chronic and convalescent care, a written individualized treatment plan shall be developed by the responsible physician. The plan should include directions to health care and other personnel regarding their roles in the care and supervision of the patient.

Health Education: a part of primary health care, health education services will be an important and required component of the total health care services. Health education includes patient education, in-service education for the health care staff.

Administration: Contractor must provide for the clinical and managerial administration of the health care program. Contractor will consult with the Warden or his designee before refusing any commitment and/or central booking for medical reasons.

Support Services: Contractor must demonstrate ability to manage and support the program they propose. Examples of areas to be discussed include policies and procedures, quality improvement and cost containment as described in Section 3.12.

PART III: GENERAL REQUIREMENTS

Minimum Staffing Requirements: Contractor shall provide adequate health care personnel required to perform services listed in RFP. This is to include staffing of physicians, nurses, clerical staff and administrative and other personnel required to comply with the purpose and intent of this RFP.

Certain members of the professional health care staff, including the Health Services Administrator, the physician and psychiatrist will have twenty-four (24) hour on-call availability for emergencies that may arise. If any position is vacant, or an hourly requirement is unmet for a period exceeding one month, the consequent compensation shall be automatically credited to the Prison/County. This is the responsibility of the Contractor and the Prison/County is not expected to initiate any action in order to be credited for inadequate staffing hours.

The staffing plan below represents the minimum required FTEs to provide services at the Prison.

George W. Hill Healthcare Staffing Requirements

Position	FTE
Medical Director	1.0
PAC/CRNP	6.0
Dentist	1.0
Dental Assistant	1.0
Psychiatrist	0.5
Opiate Treatment Coordinator	1.0
Psychologist	1.0
Clinical Social Worker	2.0
RN	12.0
LPN	12.0
Health Services Administrator	1.0
Assistant Health Services Administrator	1.0
Admin. Assistants for Medical	4.0
TOTAL	43.7

All medical services shall be provided by Contractor in accordance with NCCHC standards. Documentation of licensing and accreditation for all hospitals and/or clinics utilized must be made available to the Prison upon request.

Personnel: Each candidate will be interviewed by the Contractor with special focus on technical expertise, emotional stability and motivation. The final selection shall be subject to approval by the Prison Administration. A security clearance/background check can be performed generally within

seventy-two (72) hours. This approval shall not be unreasonably withheld.

Contractor shall engage only licensed and qualified personnel to provide professional coverage. Initial and continued employment of staff shall be subject to approval of the Prison Administration. This applies to compliance with security regulations.

All personnel shall be required to pass a background investigation conducted by Prison as a requisite for initial and continued employment.

All personnel shall comply with current and future state, federal and local laws, regulations, court orders, Administrative Regulations, Administrative Directives and policies and procedures of the Prison.

Administrative: Contractor's staff shall design and implement policies, procedures and protocols for the health care unit and medical staff.

Contractor's personnel shall be subject to all security regulations and procedures of the Prison. Contractor shall be responsible for ensuring its' staff report any problems and/or unusual incidents to the Facility Administrator or designee.

Contractor's staff shall properly complete employee evaluations for those employees under their direct supervision in accordance with applicable state rules.

Contractor shall ensure that the health care status of committed persons admitted to outside hospitals is reviewed and ensure that the duration of the hospitalization is no longer than medically indicated.

Contractor shall ensure that its staff documents all health care contacts in the committed person's health care record in the proper medical record format.

Schedules: All Contractor employees shall be required to comply with sign-in/sign-out procedures as specified by the Delaware County Prison.

Should the level of services to inmates required by the contract decline due to a position vacancy, the Contractor will be responsible for replacement personnel. All replacements shall be subject to approval by the Warden and/or designee.

Referrals: Contractor shall make referral arrangements with medical specialists, subject to approval of the Prison, for treatment of those committed persons with problems which extend beyond the scope of services provided on-site.

Quality Improvement/Action Program: Contractor shall provide in-service medical education programs for the Prison and the Contractor's personnel.

Contractor shall maintain personnel files in the health care unit on Contractor personnel which will be made available to the Prison Administration upon request.

Contractor shall institute a Medical Quality Improvement Program, which may include but shall not be limited to audit and medical chart review procedures. The Medical Quality Improvement Program is based upon the NCCHC standard.

Periodic meetings (at least once per quarter) shall be held between the Warden and/or designee, facility staff and appropriate Contractor personnel to review significant issues and changes and to provide feedback relative to the Quality Improvement/Action Program so deficiencies or recommendations may be acted upon. Also, when requested by the Prison, the Contractor will provide the appropriate personnel to participate in departmental meetings.

In Service Training: Contractor shall provide appropriate in-service educational programs. All full-time health care staff except for Dentists and Physicians will receive in-service training. Selected topics which require staff training will be identified on an on-going basis through the Quality Improvement Program.

Orientation of New Employees: Contractor shall be responsible for ensuring all new health care personnel are provided with orientation regarding medical practices on-site at the Delaware County Prison. Orientation regarding other facility operations will be the responsibility of the Prison.

Contractor shall distribute a written job description to each member of the health care staff, which clearly delineates assigned responsibilities. Contractor shall monitor performance of health care staff to ensure adequate job performance in accordance with job descriptions.

Insurance: Contractor agrees, if it is a corporation or employer, to carry Workers' Compensation and Unemployment Compensation per statutory requirements. An original Certificate of Insurance, showing Automobile Liability, Workers' Compensation, General Liability and Professional Liability insurance coverage (if applicable to the work) made out to the County of Delaware, will be submitted by Contractor to County along with this signed Agreement.

At a minimum, the Contractor must carry at least the following:

Commercial General Liability: Occurrence form (ISO CG 00 01 04 13 or equivalent). Each policy and Certificate of Insurance shall contain an endorsement naming the County of Delaware as an Additional Insured. If Additional Insured language is not shown, Agreement will not be processed.

\$2,000,000 Completed single body limit for bodily injury and property damage

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal/Advertising Injury

\$1,000,000 Each Occurrence

(Any restrictive endorsements must be included)

Workers' Compensation & Employer's Liability

PA Statutory Coverage

Employers Liability – 500/500/500

Automobile Liability (Business)

Covering “any” automobile used in connection with Agreement.

\$1,000,000 Combined Single Limit

Professional Errors and Omissions Liability

\$1,000,000 Each Occurrence

\$3,000,000 Aggregate

Claims-made basis acceptable for *Professional Errors and Omissions*

Computer Crime Coverage

\$1,000,000 Minimum Limit (to include data processing service operations)

If coverage on the insurance policy is due to expire before the end of the Agreement period, it is the responsibility of the Contractor to provide an updated Certificate of Insurance to the County prior to the expiration date. If coverage should expire prior, the County reserves the right to withhold payment until updated Certificate of Insurance is provided.

Contractor shall include Professional Liability Insurance as a requirement of the Professional Errors and Omissions Liability. Occurrence based institutional/clinical Medical Malpractice covering all operations. Each physician, psychiatrist, dentist, psychologist and nurse who will render Professional Services will provide the County with evidence of Professional Liability Insurance. Limits of \$1,000,000 and \$3,000,000 aggregate.

Contractor shall accept full responsibility for the payment of premiums on all insurances as well as for social security taxes, income tax deductions, and any other taxes or payroll deductions required by law for its employees who are performing services under this Agreement.

Contractor shall immediately advise the County of any cancellation or change in insurance(s).

PART IV: PROPOSAL REQUIREMENTS

1. General Requirements. It is the Proposer's sole responsibility to examine the entire RFP, including all Exhibits and Attachments thereto, seek clarification in writing as it determines to be necessary, and review its Proposal for accuracy and completeness before submission. Proposals should focus upon, and be limited to, the requirements set out in this RFP. All information should be presented and organized in accordance with the requirements of this RFP. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to provide the Scope of Services, and should be written in a concise manner conducive to efficient evaluation, negotiation and selection. With that in mind, use of elaborate brochures, artwork, expensive paper, and/or expensive visual and presentation aids is discouraged.

- 1.1 Format. The Proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"), with a font size that shall not be less than 12 points and single-spaced. The Proposal shall be indexed and all pages sequentially numbered.
- 1.2 Delivery. Proposals must be submitted electronically to the email address provided on the Cover Page of the RFP. Proposals must be received in accordance with the deadlines specified by the RFP schedule, or as amended by the County. The County will not consider late Proposals regardless of the reason.
- 1.3 Separate Cost Proposal and Technical Proposals. The Proposal's technical, non-cost proposal ("technical proposal") and cost proposal ("cost proposal") must be submitted separately, one being clearly marked as the "TECHNICAL PROPOSAL" and the other being clearly marked as the "COST PROPOSAL", and both marked with the number of the RFP and name of the Proposer. Proposers should not include any pricing information in the technical proposal, and inclusion of such information may be grounds for disqualification or being deemed to be nonresponsive.
- 1.4 Authorized Signature. A Proposal must be signed by an official authorized to bind the Proposer to its Proposal and include a cover letter with its Proposal which includes the Proposer's Federal Identification Number, and the email address and telephone number of the Proposer's point of contact (the "Point of Contact"). If the Proposer's Point of Contact signs the Proposal cover letter and the cover letter is attached to its Proposal, this requirement will be met.
- 1.5 Confidential/Proprietary Information. This procurement and any resulting Agreement are in all respects subject to the provisions of the RTKL, and Proposers are responsible for understanding the requirements of the RTKL. Proposers may not lock or protect any cells, tabs or any other portion of any materials submitted to the County.

Other than the financial qualifications information required under Section 2.1.3 of this Part III (Proposal Requirements), the County is not requesting, and does not require, confidential or proprietary information or trade secrets to be included as part of a Proposal in order to evaluate such Proposal. Accordingly, and except as provided herein, Proposers should try to avoid including materials which, in its opinion, would require designation as being confidential, proprietary, or trade secret protected. Financial capability information submitted pursuant to Section 2.1.3 of this Part will be treated by the County as exempt from disclosure under 65 P.S. § 67.708(b)(26).

Any Proposer who determines that it must divulge confidential or proprietary information or trade secrets as part of its Proposal must provide one paper and one electronic copy of a redacted version of its Proposal, which removes only the confidential and proprietary information and trade secrets, for legally required public disclosure purposes. Proposer must provide such redacted versions of the Proposal in conformance with the requirements of Section 1.1.2 of this Part III. If a Proposal contains confidential or proprietary information or trade secrets, the Proposer must include a signed written statement to this effect with its Proposal in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(1) from public records requests. The County assumes no responsibility with respect to a Proposer's compliance with requirements of the RTKL concerning confidential and proprietary information or trade secrets. Delaware County is not bound by any identification of information as confidential or proprietary and will provide copies of materials provided hereunder in response to a right-to-know request as required by applicable law, in its sole discretion.

- 1.6 Distribution of Proposals. A Proposer may not make any other distribution of its Proposal to any other prospective Proposer, Proposer or County or County official, employee, attorney, or consultant other than the Procurement Manager. For this RFP, all Proposals will be deemed by the County to remain valid until an Agreement is fully executed or this procurement is terminated by the County. If the County selects a Proposal for negotiation or award, the contents of that Proposal will become obligations under the Agreement, except to the extent the contents are changed through negotiations.
2. Technical Proposal Instructions (Volume 1)
 - 2.1. Tab A: Cover Letter with Contact Information, Executive Summary, Certifications/Attestations, and Financial Qualifications
 - 2.1.1. Cover Letter. A cover letter on the Proposer's letterhead with contact information, the name and signature of the person who is the representative of the Proposer who is authorized to legally obligate the Proposer to submit the Proposal and to provide the Scope of Services and identification and designation of the Proposer's Point of Contact. The cover letter must state that the Proposer agrees to be responsible to provide the Scope of Services as set forth in the Agreement. No cost information shall be included in Tab A.
 - 2.1.2. Certifications. The Proposer's cover letter shall affirmatively state that, by submitting its Proposal, the Proposer understands, represents, and acknowledges the certifications set forth in this Section:
 - 2.1.3. All of the Proposer's information and representations in the Proposal are material and important, and the County may rely upon the contents of the Proposal in awarding the Agreement. The County may treat any misstatement, omission, or misrepresentation as: fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa.C.S. § 4904.
 - 2.1.4. The Proposer is experienced with providing services similar to the Scope of Services at correctional facilities similar in size to or larger than the Prison and that it is fully capable of providing the Scope of Services at the Prison as provided in the Agreement.
 - 2.1.5. The Proposer has arrived at the price(s) and amounts in its Proposal independently and without consultation, communication, or agreement with any other Proposer or prospective Proposer.

- 2.1.6 The Proposer has not disclosed the price(s), the amount of the Proposal, nor the approximate price(s) or amount(s) of its Proposal to any other firm or person who is a Proposer or prospective Proposer for this RFP (or anyone who is affiliated with such Proposer or prospective Proposer), and the Proposer shall not disclose any of these items on or before the Proposal submission deadline specified in the Schedule.
- 2.1.7 The Proposer has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a Proposal in response to the RFP, or to submit a Proposal higher than this Proposal, or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal.
- 2.1.8 The Proposer makes its Proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other form of noncompetitive Proposal.
- 2.1.9 To the best knowledge of the person signing the Proposal for the Proposer, upon due inquiry, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Proposer has disclosed in its Proposal.
- 2.1.10 To the best of the knowledge of the person signing the Proposal for the Proposer, after due inquiry, and except as the Proposer has otherwise disclosed in its Proposal, the Proposer has no outstanding, delinquent obligations to the federal government, Commonwealth of Pennsylvania, County of Delaware, or other Commonwealth local jurisdiction. This includes, but not limited to, any tax liability not being contested or on appeal or other obligation of the Proposer that is owed to the federal government, County, the Commonwealth of Pennsylvania, or any foreign government.
- 2.1.11 This includes, but not limited to, any tax liability not being contested or on appeal or other obligation of the Proposer that is owed to the federal government, County, the Commonwealth of Pennsylvania, or any foreign government.
- 2.1.12 The Proposer is not currently under suspension or debarment by the Commonwealth of Pennsylvania, any other state or the federal government; and, if the Proposer cannot so certify, then it shall submit along with its Proposal a written explanation of why it cannot make such certification.
- 2.1.13 The Proposer, by submitting its Proposal, authorizes the County and Commonwealth agencies to release to the County information concerning the Proposer's Pennsylvania and County tax, unemployment compensation, and workers' compensation liabilities.
- 2.1.14 Until the selected Proposer receives a fully executed and approved written Agreement from the County, there is no legal and valid contract, in law or in equity, and the Proposer shall not begin to perform under the Agreement.
- 2.1.15 The Proposer is not currently engaged and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the

Commonwealth of Pennsylvania is not prohibited by Congressionally-enacted statute from engaging in trade or commerce.

- 2.1.15 Except as the Proposer has disclosed in its proposal, there is not now pending or, to the knowledge of Proposer, or the officers and directors of Proposer any action, suit, or proceeding to which the Proposer is a party, before or by any court or governmental agency or body relating to the operation by Proposer (or any of Proposer's subsidiaries, affiliates, or entities controlled by Proposer) of one or more correctional facilities, which (a) seeks monetary damages in excess of \$1,000,000; or (b) seeks relief that might result in any material adverse change in Proposer's ability to perform its obligations under the Agreement; or (c) which is an action, suit, or proceeding related to civil rights matters; or (d) which involves a labor disturbance by the employees of Proposer that exists or is imminent and which might be expected to materially and adversely affect Proposer's ability to perform its obligations under this Agreement.
- 2.2. Executive Summary. An Executive Summary of the Proposal describing the Proposer's understanding of the laws, regulations, policies, and procedures applicable to the operation of the Prison, and the operational model the Proposer proposes to use to provide the Scope of Services. This should include a description of all services proposed to be subcontracted.
- 2.3. Demonstration of Financial Qualifications. The Proposer's financial information, which must include the Proposer's previous three annual, audited financial statements as an attachment to the Proposal, must demonstrate that the Proposer possesses the financial capability to assure good faith performance of the Agreement. The County will review the Proposer's previous three annual audited financial statements, any additional information received from the Proposer, and any other publicly-available financial information concerning the Proposer, and assess each Proposer's financial capacity based on calculating and analyzing various financial ratios and comparison with industry standards and trends. A Proposer that fails to demonstrate sufficient financial capability to assure good faith performance of the Agreement may be considered by the County, in its sole discretion, for best and final offers or contract negotiation contingent upon such Proposer providing contract performance security for the first year of the Initial Term, at the sole cost of the Provider, in a form acceptable to the County, in its sole discretion. Based on the financial condition of the Proposer, the County, in its sole discretion, may require a certified or bank (cashier's) check, letter of credit, or a performance bond acceptable to the County in the amount, form, and substance and conditioned upon the faithful performance of the Agreement by the Proposer. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth of Pennsylvania. The cost of the required performance security shall be the sole responsibility of the Proposer and cannot increase the Proposer's cost proposal or the cost of the Agreement to the County.
- 2.4. Tab B: Past Performance
 - 2.4.1. Corporate Experience: Provide a company profile to include background and qualifications of the Proposer's management team and a narrative describing the company's corporate experience providing services substantially similar to the Scope of Services. A description of the Proposer's qualifications and experience with county- and state- level secure correctional systems and facilities, qualifications and experience with the operational model set out the Agreement or one substantially similar to it (with differences noted as applicable), and experience with other Commonwealth of Pennsylvania and local agencies, if any. At a minimum, the narrative should include the Proposer's

number of years of corporate experience in providing services substantially similar to the Scope of Services; the number of employees, training, and resources available to enable the Proposer to perform the Scope of Services; a brief history of the Proposer's activities contributing to the development of expertise and capabilities related to the Scope of Services; information that demonstrates the Proposer's organizational controls and manpower presently in-house or the ability to acquire the type and kinds of personnel proposed to perform the Scope of Services; and discussion regarding the Proposer's use and oversight of Subcontractors.

2.4.2. Similar Contracts: Provide a list and description of all other contracts completed or initiated in the last 5 years of sufficient scope and size so as to demonstrate Proposer's ability to perform the Scope of Services. In particular, the descriptions shall address the nature and quality of the services provided by Proposer and how effective Proposer was in meeting its obligations under the corresponding contract(s). Experience shown should be work done by individuals who will be assigned to this project as well as that of the Proposer itself, and describe the extent to which the Proposer would be required to add personnel to provide the Scope of Services.

2.4.3. References: For each contract listed in response to Section 2.2.2 of this Part, provide the name of the customer; the name, title, address, e-mail and telephone number of the responsible official of the customer, company, or agency who may be contacted; the years the services were provided, the average daily population served during those years; and the total amount paid under the contract for each year of service. References may not be given by (a) employees of the Proposer, the County or the County, or persons employed by any employees of the Proposer, County or the County, or persons employed by any of them within the past 3 years; (b) County members or others within the Proposer's organization, or (c) relatives of any of the above.

2.5. Tab C: Technical Approach

2.5.1. Operational Approach and Philosophy. Provide a concise summary of the operational philosophy that will be the basis for the operational plan, addressing key areas such as intake processing, security and safety, grievance procedures, health care and mental health services, and other services relevant to the scope of work. Describe the proposed approach to performing the Scope of Services, including recruiting and maintaining the necessary management and personnel to perform the Scope of Services, the Proposer's policies and procedures with respect to employee training, the Proposer's approach to ensuring compliance with standards and applicable laws and regulations, and the Proposer's approach to coordination with the County and its representatives and community relations.

2.5.2. Operations. The Proposer must submit a comprehensive operations plan (the "Operations Plan") that includes a description of how the Proposer intends to comply with all legal requirements and the requirements of the Agreement. The Proposer must describe how it plans to attain and maintain ACA accreditation for Term.

2.5.2.1. Organization Chart. The Operations Plan must include an organization chart that illustrates the lines of authority, designates the staff responsible and accountable for the completion of each component of the Scope of Services and their relationship to the Staffing Plan, which is Exhibit A to the Agreement (the "Staffing Plan"). The Operations Plan must describe the roles that will be filled, indicate the names of the personnel or job titles that will be assigned to each role, and state the number of hours per week each person is projected to work. The organization chart must clearly indicate any functions and portions of the Scope of Services that are to be subcontracted, in whole or in part.

- 2.5.2.2. Staffing. The Proposer must describe how it will ensure that it provides at least the minimal staffing at the Prison outlined by the Staffing Plan, and each Proposer may suggest enhancements and alternatives to the Staffing Plan as part of its identification of terms and/or conditions of the Agreement that it would like to negotiate or change. The information provided in the proposal must contain a description as to how the Proposer proposes to manage the Prison to deal with such factors as (but not limited to) temporary or long-term employee vacancies, unexpected situations which require reassignment, training and hiring. This also should contain a description of the Proposer's policies and procedures with respect to discipline in compliance with all applicable laws, regulations, RFP, and Agreement requirements.
- 2.5.2.3. Health Services. The Proposer must describe how it plans to provide all health services (including mental health, substance abuse, and pharmaceuticals) to inmates in compliance with all applicable laws, regulations, RFP, and Agreement requirements including (but not limited to) Exhibit D (Health Services) to the Agreement.
- 2.5.2.4. Administration. The Proposer must describe and address how Proposer plans to perform all administrative functions required by the Scope of Services in accordance with all applicable laws, regulations, RFP, and Agreement requirements, with respect to the management of Case Record Files, telecommunications, electronic information and communications, and information technology.
- 2.5.2.5. Information Technology. The Proposer must demonstrate that its information technology systems, programs, and capacity are sufficient to support timely delivery of, and reporting on, the Scope of Services and to provide the County with such information as the County may require relating to all aspects of the Proposer's work at the Prison and on behalf of the County and the County. The Proposer must demonstrate to the satisfaction of the County that such systems and programs are sufficiently interoperable with those of the County and the County and comply with the provisions of the Agreement.
- 2.5.2.6. Emergency Preparedness. To support continuity of operations during an emergency, including a pandemic, the County requires Proposers to present a strategy for maintaining operations for an extended period in the event of occurrences which could compromise the normal operations of the Prison. One part of this strategy is to ensure that entities providing critical services to the Prison have planned for such an emergency. The Proposer shall describe how it anticipates a crisis or an emergency will impact the Prison's operations and its Prison emergency response and continuity of operations plan (the "Emergency Plan"). The Proposer should summarize how the Emergency Plan addresses the following aspects of emergency preparedness: (a) employee and Subcontractor training, including the: frequency of training; (b) identified essential business functions and key employees and Subcontractors necessary to carry them out; and (c) a plan to work with the County and other government and service-providing entities, including (without limitation) health care resources. The Proposer should also summarize how the Emergency Plan will address contingency plans for: (a) handling staffing issues when employees or Subcontractors are incapacitated or not fully available; (b) how employees and Subcontractors will carry out essential functions and provide the Scope of Services, if prevented from coming to or leaving the Prison in substantial numbers; (c) how the Proposer and Subcontractors will recover systems and data; (d) how the Proposer and Subcontractors will communicate with staff, suppliers and Subcontractors when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.; (e) how and when the Emergency Plan will be tested, and, if the plan will be tested

by a third-party, how the results and proposed adjustments to the Emergency Plan will be reported to the County; and (f) the process proposed for periodic updating of each of the items noted above.

- 2.5.2.7. Proposer-Owned Equipment List. Proposer will submit a list of any machinery, equipment and other furnishings and fixtures, including any such items considered to be capital assets, that will be integral and related to the operation, maintenance, and administration of the Agreement and delivery of the Scope of Services by the Proposer and which will be provided by the Provider within the price proposed in the cost proposal.
- 2.5.2.8. Critical Subcontractors. The Proposer shall identify and describe the qualifications and experience of all Subcontractors proposed to perform major or critical aspects of the Scope of Services. The Proposer shall also identify whether each Subcontractor is a Minority-owned business and, for each provide certification information. At a minimum, critical Subcontractors shall include any Subcontractors proposed to provide health services (including mental health and pharmaceuticals), food services, and Inmate programs.
- 2.5.2.9. Insurance. A description of the insurance maintained by the Proposer and proof that this insurance meets the requirements of the Agreement.
- 2.5.2.10. Transition Planning. Provide a detailed description of the Proposer's proposed implementation and transition plan and schedule demonstrating the Proposer's ability to effectively transition health care services of the Prison after execution of the Agreement. The Proposed Transition Plan should demonstrate how the Proposer will provide for efficient transition in providing the Scope of Services in coordination with the County-retained responsibilities with minimal disruption to Prison operations and security.

3.0 Cost Proposal (Volume 2)

NO PRICING INFORMATION MAY BE INCLUDED IN ANY OTHER PART OF A PROPOSAL OTHER THAN VOLUME 2. INCLUSION OF SUCH INFORMATION ELSEWHERE IN THE PROPOSAL MAY BE GROUNDS FOR DISQUALIFICATION.

- 3.1.1 Each bidder’s cost proposal shall include the annual price of anticipated labor, facilities cost, medical supplies, medical transport, pharmacy, and other costs expected to satisfy the desired scope of work. The pricing shall be exhibited by the aforementioned category of expenses and should be segmented by base and option years.
- 3.1.2 Price Proposal. Volume 2 will include the Proposer's Price Information Sheet and cost proposal to perform the Scope of Services for the Initial Term and option periods, as follows:

<u>Contract Period</u>	<u>Monthly Payment</u>	<u>Annual Amount</u>
Year One	\$	\$
Year Two	\$	\$
Year Three	\$	\$

PROJECTED SERVICE EXPENSES:	Year 1	Year 2	Year 3	Year 4	Year 5
PERSONNEL					
Staff Salaries					
Benefits					
Contract employees					
Registry nurses					
subtotal					
ON-SITE PROFESSIONAL SERVICES					
Medical					
Psychiatric					
Other					
subtotal					
OFF-SITE PROFESSIONAL SERVICES					
Physician/Clinic visits					
Outpatient Services					
Inpatient					
X-Ray					
Laboratory Services					
Other					
subtotal					
PHARMACEUTICALS					
Psychotropic					
Infectious Disease					
Hepatitis					
Other					
subtotal					
OTHER COSTS					
Insurance					
Supplies					
Equipment					
Other					
subtotal					
TOTAL SERVICE COST					
Overhead/Profit					
TOTAL ANNUAL CONTRACT COST					

Vendors are encouraged to submit a Cost Reply in such a manner as to offer the most cost effective and innovative solution for services and resources the Vendor can offer, as cost efficiency for the County will be a consideration in determining best value.

Vendors shall be compensated for services provided on a “cost-plus” basis. Vendors shall receive reimbursement for approved costs of service delivered pursuant to contract requirements and a fee to cover administrative and overhead costs. Reimbursable expenses include:

- Salaries, wages and benefits for all staff assigned to this Contract, including institutional staff and statewide/regional oversight staff;
- Inpatient and outpatient hospital expenses;
- Physician's fees;
- Therapeutic and diagnostic ancillary services;
- Health care supplies and office supplies;
- Medical equipment, with prior approval from the Prison;
- Computer equipment, with prior approval from the Prison;
- Medical equipment and computer repairs;
- Pharmacy Permits & Licenses;
- Employee health and dental coverage, for employees directly supporting the Contract;
- Premium costs of insurance,
- Formulary, non-formulary, and emergency medications and therapeutics (excluding therapies used to treat HIV).
- Background checks; and
- Regional office costs, when in direct support of this Contract, including but not limited to rent and utilities.

The Contractor shall be compensated with an administrative fee to cover corporate support costs including, but not limited to, oversight of recruiting, human resources, clinical operations/utilization management, payroll, and information technology. This Administrative Fee shall be calculated as a percentage of the Reimbursable Expenses outlined above, and may include the following:

- Corporate office rents and facility costs;
- Corporate office supplies and maintenance;
- Corporate office telephone;
- Corporate office equipment and cell phones;
- Employee living/moving expenses;
- Employee travel;
- Contract monitoring costs;
- Profit;
- Required professional or non-professional education/training required for staff to perform their duties;
- Costs incurred as a result of Contractor's staff attending orientation and training, not required by the Department or required by this Contract, including any wages paid; and
- Litigation costs, expenses, and fees.

The Contractor must submit as part of the price proposal options for the implementation and operation of a cost containment program. These options must include, but need not be limited to, the mechanism(s) by which the Vendor plans to control health care costs, areas in which cost savings may be achieved, and evidence of the success of such options at other contract sites.

To the extent that the Contractor achieves and documents savings from the pricing levels indicated in their proposal for offsite professional services and pharmaceuticals, the County will pay 50 percent of the savings as a cost containment incentive payment to the Contractor.

- 2.6. Tab E: Objections and Additions to the Agreement. The Proposer will identify which, if any, of the terms and conditions in the Agreement it would like to negotiate, if any, and what additional terms and conditions the Proposer would like to add, if any, in accordance with Part I, Section 12 of the RFP.

PART V: PROPOSAL EVALUATION & CONTRACT AWARD

1. Evaluation of Proposals
 - 1.1. County Reviews of Proposals. The County may request additional information which, in the County's sole opinion, is necessary or desirable to determine if the Proposer's qualifications, representations, and other information submitted as part of its Proposal are adequate to perform the Scope of Services according to the requirements of the RFP and the Agreement. The County may make such investigations as it deems necessary to determine the ability of the Proposer to perform under the Agreement, and the Proposer shall furnish to the County promptly all requested information and data. The County may reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the RFP and the Agreement.
 - 1.2. Discussions for Clarification. The County may require one or more Proposers to present oral or written clarification of their Proposals to ensure thorough mutual understanding and Proposer responsiveness to the RFP requirements, and need not make such a request to all Proposers. The Procurement Manager will initiate requests for clarifications or discussions on behalf of the County.
 - 1.3. Best and Final Offers. While not required to do so, the County reserves the right to conduct discussions with Proposers that meet the Threshold Requirements for the purpose of obtaining "best and final offers."
 - 1.4. Notice of Selection to Negotiate. The County may notify one or more Proposers in writing of their selection for negotiation if the County, in its sole discretion, determines, after taking into consideration all factors which it determines to be relevant, that the Proposals submitted by such Proposers may be the most advantageous to the County among those which it received in response to the RFP. The County, in its sole discretion, may determine not to negotiate with any Proposer, terminate this procurement or seek alternative arrangements with respect to obtaining any or all of the Scope of Services.
 - 1.5. Debriefing Conferences. Proposers whose Proposals are not selected will be notified of the name of the selected Proposer once an Agreement is signed and be given the opportunity to be debriefed. The Procurement Manager will schedule the time and location of the debriefing. The representatives of the County conducting the debriefing will not compare the Proposer with other Proposers during the debriefing, other than the position of the Proposer's Proposal in relation to all other Proposers' Proposals, and participation by a Proposer and the County in such a conference will not constitute a protest by such Proposer or a waiver of any rights which the County may have.
2. Responsibility of Prospective Provider. The County shall award a contract to, and execute an Agreement with, only a responsible Proposer who is able to perform successfully under the terms and conditions of the proposed Agreement. To be determined responsible, a prospective Provider must: (a) have adequate financial resources to perform the Agreement, or a demonstrated ability to obtain them; (b) have a satisfactory performance record relevant to the Scope of Services; (c) have a satisfactory record of integrity and business ethics; (d) have a satisfactory record of compliance with regulatory obligations and public policy; and (e) not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the County, the Commonwealth of

Pennsylvania or any agency of the U.S. Government or the Commonwealth of Pennsylvania. Before a Proposal is considered for award, the Proposer may be requested to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the Proposer to provide such additional information may render the Proposer ineligible for award.

3. **Threshold Requirements.** To be eligible for evaluation and award, a Proposal must be: (1) timely received from a Proposer; (2) properly signed by the Proposer; and (3) submission of a proposal shall constitute acknowledgement that the Proposer has viewed the video of the site (collectively the "Threshold Requirements"). These Threshold Requirements are the only RFP requirements that the County considers to be non-waivable. The County, in its sole discretion, may (1) waive technical or immaterial nonconformities in a Proposal; (2) allow the Proposer to cure the nonconformity; or (3) consider the nonconformity in the scoring of the Proposal.
4. **Evaluation Process.** The process for evaluating and selecting a Proposer to provide the Scope of Services required by the Agreement will be divided into several phases:
 - 4.1. The first phase involves verification by representatives of the County that proposers have satisfied the Threshold Requirements.
 - 4.2. Proposers who successfully meet the Threshold Requirements will continue to the evaluation phase, and thereafter technical proposal and cost proposal evaluations will be conducted.
 - 4.3. The County reserves the right to engage in discussions or clarifications with any or all Proposers at any time during the evaluation process.
 - 4.4. After the technical and cost evaluation process is completed a best value analysis will be undertaken based on the criteria set forth in this RFP.
 - 4.5. In the County's sole discretion, the County may request best and final offers from one or more Proposers and/or enter into negotiations with one or more Proposers determined to potentially provide the best value to the County as provided in Section 6.1 of this Part.
 - 4.6. The County, assuming successful completion of negotiations with respect to the terms of a formal agreement, may determine to execute an Agreement with the selected Proposer.
5. **Evaluation Criteria & Best Value Basis for Award**
 - 5.1. Representatives of the County will review and evaluate Proposals that have satisfied the Threshold Requirements. Proposals will initially be evaluated in four areas: Past Performance, Technical Approach, Risk, and Price. Past Performance, Technical Approach and Risk, when combined (the non-price factors), are more important than price factors in light of their integral relationship to the operations and security of the Prison and the welfare of staff, Inmates and the public. In the non-price factors, Past Performance, Technical Approach and Risk are of equal importance. Proposers should recognize that price, although of lesser importance than Technical Approach, Past Performance and Risk, might contribute substantially to the contract award decision. As the evaluation of competing Proposals in the Past Performance, Technical Approach and Risk areas

becomes more equal in rating, the more important price will become in selecting the best value for the County. Cost proposals will be ranked by the total proposed price for the Scope of Services without considering the proposed Provider Capital Investment, if any. However, a Proposer's Provider Capital Investment, if proposed, may be considered in the best value determination.

5.2. Past Performance Evaluation

- 5.2.1. The Past Performance area addresses the County's confidence in the Proposer's probability of successfully and fully performing the Scope of Services based on their record of performance in current and past relevant contract efforts. The Past Performance evaluation will be accomplished by reviewing aspects of a Proposer's relevant present and recent past performance, focusing on and targeting performance that is relevant to the Past Performance factors outlined below.
- 5.2.2. The recency and relevancy of Past Performance information is critical to the County's evaluation. More recent, more relevant performance information will have a greater positive impact on the Past Performance evaluation than less recent, less relevant performance. The County may consider efforts performed by the Proposer for agencies of the federal, state, or local governments and commercial customers as potentially relevant to the Past Performance evaluation. Where relevant performance record indicates performance problems, the County will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The County may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness. Proposers without a record of relevant past performance or for which information on Past Performance is not available will not be evaluated favorably or unfavorably on Past Performance.
- 5.2.3. Adjectival rating for each Proposer's Past Performance will be assigned by the representatives of the County reviewing the Proposals. The adjectival definitions for the Past Performance evaluation are as follows:

EXCEPTIONAL: Based on the Proposer's record of past performance, no substantial issues, concerns, or risks are associated with receiving timely services and contract performance. Past performance surveys, if any, and the Proposer's experiences indicate that the Proposer is capable of exceeding the requirements of the Agreement and fully and timely providing the Scope of Services. The Proposer has demonstrated significant experience with and knowledge of the issues and problems of correctional facilities similar to the Prison.

VERY GOOD: The Proposer's record of past performance indicates there is very little risk associated with receiving quality products, timely services and full contract performance. Past performance surveys and the Proposer's experience indicate that the Proposer will meet or exceed the requirements of the Agreement and fully and timely provide the Scope of Services. The Proposer has demonstrated experience with and knowledge of the issues and problems of correctional facilities similar to the Prison.

ACCEPTABLE: The Proposer's record of past performance indicates that there is some potential risk associated with receiving quality products, timely services, and contract performance. Past performance surveys and the Proposer's experience indicate the Proposer may have some problems during performance of the Agreement and fully and timely providing the Scope of Services. The

Proposer has demonstrated limited experience with and knowledge of the issues and problems of correctional facilities similar to the Prison.

NEUTRAL: No past performance available for evaluation. Proposer has asserted that it has no directly related or similar relevant past performance experience. Proposal receives no merit or demerit for this factor.

UNSATISFACTORY: The Proposer's record of past performance indicates it will be unable to perform successfully on the Agreement and fully and timely provide the Scope of Services.

5.3. Technical Approach Evaluation

5.3.1. The Technical Approach area is composed of the following evaluation factors regarding the Proposer's technical proposal: (1) Operational Approach and Philosophy, and (2) Operations Plan.

5.3.2. Adjectival rating for each Proposer's Technical Approach will be assigned by the representatives of the County reviewing the Proposal. The adjectival definitions for the Technical Approach are as follows:

EXCEPTIONAL: Proposer's technical proposal exceeds requirements of the RFP in many areas. Benefits to the County are identifiable.

VERY GOOD: Proposer's technical proposal meets requirements of the RFP and exceeds requirements in some areas. Benefits to the County are identifiable. Problems may exist, but are minor, and may be resolved through discussions.

SATISFACTORY: Proposer's technical proposal meets the requirements of the RFP. Some minor problems exist but can be resolved through discussions.

MARGINAL: Proposer's technical proposal does not meet some of the requirements of the RFP. Proposer's technical proposal has identified problems that may result in a negative impact on the full and timely delivery of the Scope of Services and may have a negative impact on the operation of the Prison. Problems are serious but likely can be resolved through discussions.

UNSATISFACTORY: Proposer's technical proposal fails to meet most of the requirements of the RFP. The technical proposal has problems that will result in a negative impact on the full and timely delivery of the Scope of Services and may have a negative impact on the operation of the Prison. Problems are serious and it is not likely that they can be resolved through discussions.

5.4. Risk

5.4.1. A risk assessment will be conducted of each Proposal. The Proposal risk evaluation reflects the degree of confidence in the Proposer's ability to successfully and timely perform the effort described in the technical proposal. Proposal risk considers if any aspect of the proposed Technical Approach could pose potential adverse impacts on price, schedule or performance of the effort and/or compromise delivery of the Scope of Services.

- 5.4.2. An adjectival rating for the degree of Risk posed by each Proposal will be assigned by the representatives of the County reviewing the Proposal. The adjectival definitions for the Risk are as follows:

LOW: Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal Provider effort and normal County monitoring likely will be able to overcome any difficulties.

MODERATE: Can potentially cause disruption of schedule, increased cost or degradation of performance. Special Provider emphasis and close County monitoring likely will be able to overcome difficulties.

HIGH: Is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special Provider emphasis and close County monitoring.

5.5. Pricing Evaluation

- 5.5.1. The cost proposal will be evaluated for reasonableness. For a price to be reasonable, it must represent a price to the County that a prudent person would pay when consideration is given to prices in the market. Normally, price reasonableness is established through adequate price competition, but may also be determined through cost and price analysis techniques.
- 5.5.2. The Proposer's evaluated price will be assessed against the evaluation results of the non-price areas in conducting possible tradeoff analysis and determining best value to the County. The Proposer's evaluated price will be assessed against the evaluation results of the non-price areas in conducting possible tradeoff analysis and determining best value to the County, as well as the County's consideration of providing some or all of the Scope of Services through alternative arrangements not covered by the RFP.

6. Selection for Negotiation

- 6.1. The County, in its sole discretion, may undertake negotiations with one or more Proposers whose Proposal, in the judgment of the County taking into consideration all of the evaluation factors, are determined to provide the best overall value to the County, price and other factors considered.
- 6.2. If negotiations are unsuccessful, the County may terminate such negotiations and enter into negotiations with the next-in-line Proposer(s). The County has the discretion to reject all Proposals or cancel the procurement (the RFP), at any time prior to the time an Agreement is fully executed, when it is in the best interests of the County. The reasons for the rejection or cancellation shall be made part of the contract file.
- 6.3. The County anticipates entering into a contract substantially similar to the Agreement; however, subject to the provisions of this RFP, the terms of any resultant Agreement is in all respects subject to negotiation between the County and one or more Proposers with whom the County determines to negotiate. Proposers are solely responsible for understanding the content of the Agreement as well as all provisions of this RFP.

7. Award
 - 7.1. The County may determine to award a contract to, and enter into an Agreement with, the responsible Proposer whose Proposal conforming to the RFP will be most advantageous to the County, cost or price and other factors, specified elsewhere in this RFP, considered. The County may (1) reject any or all Proposals if the County, in its sole discretion, determines that such action is in the County's interest; (2) accept other than the lowest cost Proposal; (3) waive informalities and minor irregularities in Proposals received; and (4) award more than one Agreement for all or part of the Scope of Services. The County may award a contract, and enter into an Agreement, on the basis of initial Proposals received, without discussion. Therefore, each initial Proposal should contain the Proposer's best terms from both a cost and technical standpoint.
 - 7.2. A written award or acceptance of a Proposal mailed or otherwise furnished to the successful Proposer shall result in a binding Agreement, in the form of the Agreement, without further action by either party. The County may accept a Proposal, whether or not there are negotiations after its receipt. Negotiations conducted after receipt of a Proposal do not constitute a rejection or counteroffer by the County. Upon completion of successful negotiations, the County may determine to award the contract to, and enter into an Agreement with, the selected Proposer.
8. Service of Protest
 - 8.1. Any protest against the award of a contract pursuant to this RFP shall be submitted to the Procurement Manager via email at centralpurchasing@co.delaware.pa.us within seven (7) days of the determination of the County with regard to such protest or to proceed to award notwithstanding such protest shall be final.
 - 8.2. An actual or prospective Proposer who is aggrieved in connection with the RFP or award of a contract may submit a protest. Protests based on the contents of the RFP must be submitted prior to the date and time for receipt of Proposals. Protests based on contract award must be made within seven (7) days after the protestor knows or should have known the facts giving rise to the protest.